

Terms & Conditions Of A Licence To Store Goods

Definitions

1.	In these terms and conditions the following words have the following meanings-
You, your We, us, our	the customer named in the Schedule
Goods	Space-Pods Limited t/a EwePack
Unit	anything that you bring to our site and / or store in the Unit
Commencement date	the storage unit specified in the schedule and/ or any other storage unit or designated area that the customer may occupy
Our Site	the date specified in the schedule
Your Site	the premises on which the unit is situated for storage
Access Hours	the premises on which the unit is to be loaded to or unloaded from and / or temporarily kept by you
Prohibited Items	the hours of operation at Our site, when you can gain access to your unit
Deposit	those items specified in condition 10
License Fees	the amount specified in the Schedule
Due Date	the amount specified in the Schedule
Schedule	the date specified in the schedule and the corresponding date in each period specified in the schedule or the previous business day if the Due Date falls on a Public Holiday, Saturday or Sunday.
	The Licence Agreement or the Notification of Change of Document

Your Right to Occupy

2. We permit You but no other person to use the Unit in accordance with these terms and conditions from the Commencement Date until this agreement is terminated.

Inspection

3. You must inspect the Unit before storing any goods (whichever is the sooner) and inform us if you believe it is damaged or unsuitable for your requirements in any way. If we have delivered the Unit to you for storage or loading at Your Site, you must advise us immediately, at the time of delivery. If you do not do so, the unit will be deemed to be suitable for you and in good condition at the Commencement Date.

Access to the Unit by You and by Us

4. You may have access to the Unit on Our Site at any time during the Access Hours. No Access to the Unit will be allowed outside these hours without payment of staff to attend, and subject to availability. We must be informed one working day in advance if you want Access to your Unit.

We may change the Access Hours at any time without giving prior notice.

5. Only you and the persons authorised in writing or accompanied by you will be permitted to have access to the Unit. You may withdraw any authorisation at any time but the withdrawal will not be effective until we receive it in writing. We do not accept liability for unauthorised access by third parties in possession of the customer's keys and knowledge of the whereabouts of the Unit. We may ask for proof of identity from you or any person at any time (although we are not obliged to do so) and we may refuse access to any person (including you) who is unable to provide satisfactory proof of identity. In the case of a shared unit or area, you accept that we have no liability in the management or control of the unit or area other than to hold a key for the unit if required to do so. You and your authorised persons must abide by and co-operate with the site management and security staff and procedures of Our Site. These may include the need to hold some personal details, including a photographic identity issued by the security management of Our Site, but we are not obliged to provide a site pass to you.

6. You are responsible for ensuring a padlock is fitted to your Unit. And you must ensure that it is fitted to the Unit at all times when you are not in attendance. We will not be responsible locking or unlocking any unlocked Unit.

7. We (Or our agents, or workmen with our express permission) reserve the right to access the Unit at all times and for all purposes and to remove any or all of the goods stored in the unit but, without prejudice to the generality thereof to inspect the Unit, to ensure compliance and observance by the Customer with the terms hereof and for carrying out repairs maintenance or alterations to the Unit and Site, having given the customer seven days notice. We shall not be liable for any damage caused to the goods stored as a result of such entry and removals except to the extent this is due to our negligence.

8. We may enter the Unit at any time without notifying you (and if necessary we may break the lock to gain entry): - if we believe that the Unit contains Prohibited Items or is being used in breach of these terms and conditions; (ii) if we are required to do so by the Police, Fire Services, Local Authority, or by a Court Order; (iii) if we believe it is necessary in an emergency; (iv) to obtain access in accordance with conditions 7, 14, 20 and 21. (v) to prevent injury or damage to persons or property (iv) if we are of the opinion that any of the above apply for the purposes of ascertaining this.

Use of the Unit and Our Site

9. You warrant to and covenant with us that you are the owner of and or entitled in law to the possession of the goods stored in the Unit at any time or that the ownership is vested in you for the purposes of entering into this agreement. You will meet any claim or costs against us if these declarations are not true.

10. You may only use the Unit for storage and not for any other purpose. You must not store (and you must not allow for any other person to store) any of the following in the Unit:- (i) food or perishable goods unless securely packed so they are protected from vermin; (ii) birds, fish, animals or other living creatures; (iii) combustible or flammable materials or liquids such as paint, petrol, oil or cleaning solvents; (iv) explosives, weapons or ammunition; (v) chemicals, radioactive materials, biological agents; (vi) toxic waste, asbestos or other materials of a dangerous nature; (vii) any item which emits any fumes, smell or odour; (viii) any illegal substances or goods illegally obtained (vii) compressed gases. We may refuse to permit the storage of any goods without reason.

11. You must not (and you must not allow any person to) - (i) use the Unit or do anything on the Site or in the Unit which may be a nuisance to us, the users of any other Unit or Our Site management and security; (ii) do anything on Our Site which may invalidate any insurance policies (or those of other Unit users or increase the premiums); (iii) use the Unit as a home or business address or use as offices or living accommodation unless it is especially converted or manufactured for the purposes of living or office accommodation and supplied, leased or licensed to you for the purpose of living or office accommodation at the Commencement Date and kept on your Site; (iv) spray painting or do any mechanical work of any kind in the Unit; (v) attach anything to the walls, ceiling, floor or doors of the Unit or make any alteration to the Unit; (vi) allow any liquid, substance smell or odour to escape from the Unit or any noise to be audible or vibration to be felt outside the Unit; (vii) cause any damage to the Unit or any other Unit or Our Site or its facilities or to the property or possessions of us or any other of our customers; If you cause damage you must (at our option) repair, restore or replace such damaged item or reimburse our costs in making necessary repairs, restoration or replacement; (viii) cause any obstruction or undue hindrance in any passageway, stairway, service area, or other part of Our Site and you must at all times exercise courtesy to others in using these areas.

12. You must - (i) inform us immediately to any damage to the Unit; (ii) comply with all fire safety and security precautions or instructions posted about our premises or as directed by any employee or agents at the Site and any further regulations for use of the Unit which may be issued from time to time. (iii) Make yourself available to receive any deliveries of goods for the Unit directly, or notify Us of a delivery. To receive on your behalf and for which the handling fee applicable to the current tariff of charges will apply; You indemnify Us against liability for receipt of goods arriving damaged, which are damaged whilst being offloaded, and any goods which are short delivered or not accompanied by a shipping note or official delivery note. (iv) indemnify Us against loss or damage arising from wilful, breach of any clause in this schedule.

Alternative Unit

13. The Schedule shall not confer upon you an exclusive right to possession of the Unit and we may, upon giving you seven days prior written notice require you to remove your goods from one Unit to another Unit specified by us. The alternative Unit shall be of a similar size and of the same price bracket to that occupied by you already.

14. Removal of your goods from the current Unit to an alternative Unit shall be at your expense. If you do not arrange the removal of your goods from your Unit to the alternative Unit by the time specified, we may enter the Unit and arrange for the goods to be so moved. Any removal arranged by us will be at your risk (except for damage caused wilfully or negligently by us or our removal agents) and the removal expenses will be payable by you and we add them to the License Fees.

15. If your goods are removed to an alternative Unit, this Agreement shall be varied by the substitution of the alternative Unit number but this Agreement will otherwise continue in full force and effect and the License Fee will continue to apply to the alternative Unit.

Fees and Payment

First Payment

16. You must on the signing of this Schedule pay a fee equal to the first month rental as well as any transport costs, as well as any deposits for equipment hired and any purchases of packing materials, labour and insurances. Any shortfalls to this deposit for further transport, equipment subsequently hired and any additional purchases of packing materials, labour and insurance will be added to the subsequent License Fee and any additional (or less) days rental shall be charged to your account to bring the account in line with a monthly License Fee commencing on each 1st day of each month. Any days due will be rounded to the nearest whole 1 week and calculated at the weekly equivalent rate in force for the size Unit in use. All monies shall be charged and shall be due in advance on the first day of each month. Any credits due will be adjusted at the termination of the Agreement to recover costs for: - (i) repairing any damage to the Unit, the Site or any other Unit caused by you, your agents or invitees or by goods stored in the Unit; (ii) any unpaid License Fees or removal or other charges; or (iii) any other obligation to us that you have not paid in full.

License Fees

17. The License Fee for the first month of using the Unit shall be due and payable on the commencement of the agreement and may include any other payable and due service or product provided in conjunction with the use of the Unit, or any fraction of calendar month License Fee. The monthly license fees for each successive month thereafter shall likewise become due and payable on the due date. The license fee shall be payable in respect of each month or fraction of a month during which the goods are stored in the Unit by you, or during which time you require the use of the unit. If you do not pay the License Fees on the Due date, you will immediately become liable to pay a late payment charge equal to 10% of the License Fees (with a minimum of £5.00) for each period of two weeks or any part of it that that the License Fees (including any late payment or other charges) remain unpaid after the Due date.

18. In the event that any cheque is dishonoured, we may make a further charge of at least £15.00 on each occasion that your cheque is returned.

19. In the event of any breach of this Agreement that requires any remedial action, we may make any appropriate charge to recover and costs or other charges involved.

Increases

20. We may alter the License Fees at any time by giving you written notice and the new License Fees shall take effect on the first Due date occurring not less than three weeks after the date of the Increase notice.

Non-Payment of License Fees

21. If you do not pay the License fees on the Due Date or the late payment charge, or either, we may exclude you from the Site and from the Unit(s) and we may prevent your entry to the Unit whether we have exercised our right to terminate this Agreement or not. Preventing your entry to the Site does not affect your obligation to pay any unpaid or future License Fees or late payment charges.

22. If any part of the License Fees or the late payment charge is still outstanding one month after the Due date then we may at our absolute discretion:- (i) give you written notice that we shall retain your goods in the Unit and prevent your further access to them; transfer all or some of the goods to another Unit within 72 hours of serving the notice to you; (ii) on expiry of the notice in sub-Condition 21 (i) remove all the goods to another storage facility or Unit that we decide without incurring any liability for the loss or damage to the goods arising from their removal and alternative storage; (iii) charge you the full cost of removing the goods to an alternative Unit or storage facility, any storage costs and any subsequent removal or disposal costs as a result of your non payment; (iv) sell the goods on your behalf and pass good title to them and first use the proceeds to discharge any outstanding License Fees and other charges due or costs incurred in connection with such sale. If the proceeds of sale are insufficient to discharge your outstanding liability to us then you will remain liable for the balance and we may take any action we consider necessary to recover the outstanding amounts. The customer shall be entitled to claim the balance (if any) remaining thereafter. (v) treat any goods not sold as abandoned and destroy or otherwise dispose of them.

Termination

23. Either you or we may terminate this Agreement by giving not less than 14 days written notice ending on any due date and termination will take effect from that due date. If you have not vacated by the time the due date has passed then the notice will elapse and a fresh notice period and a new departure or delivery date must be given to comply with this clause. Any License Fees paid in advance will be refunded but we make deductions from this cover any delivery costs or other items as detailed throughout this Agreement.

24. You may not terminate this Agreement if any License Fees or other charges are outstanding or if you are otherwise in breach of this Agreement.

25. We may terminate this Agreement immediately by giving you written notice if you are in breach of this Agreement.

On Termination

26. On termination of this Agreement you must remove all goods from the Unit and leave the Unit clean and tidy and in the same condition as the Commencement Date. We may charge you at our discretion for cleaning the Unit and for removing and disposing of any rubbish or item from the Unit or from the Site.

We may treat any goods remaining in the Unit after termination as abandoned and may dispose of them in accordance with Condition 21 (iv) and (v).

Insurance

28. When storage is required on our Site you must take out insurance from a reliable Insurance Underwriter. You have no automatic insurance cover with Space-Pods Limited t/a EwePack. Storage of goods in the Unit is at your sole risk and you must insure them to their full current replacement value.

Exclusions of liability in any event

(i) Jewellery, watches, precious stones, money, deeds, bonds, securities and stamps of all kinds except whilst in store in locked safe(s) or strong-rooms(s). (ii) breakage, scratching, denting chipping, staining and tearing unless caused by an employee of Outer space Ltd (iii) Wear, Tear, Gradual Deterioration, Moth and/or Vermin (iv) livestock, Furs, Perfumery, Tobacco, Cigars, Cigarettes, Wines, Spirits, and the like and Explosives. Loss, Destruction or damage caused by aircraft or Aerial Devices travelling at Sonic/Supersonic speeds. (v) Loss or Damage caused by insects, mildew, rust, climatic or atmospheric causes or leakage of fluid from any receptacle or container. (vi) Mechanical or electrical damage or derangement of clocks, barometers, refrigerators, freezers, washing machines and other electrical domestic appliances, radios, television sets, record, cd, dvd or tape players, typewriters, computers sewing machines, scientific or musical items, unless as a direct result of external physical damage for such items. (vii) Consequential loss of any kind or description. (ix) Goods more specifically insured elsewhere.

High Risk Property

29. Videos, DVD's, televisions, sound systems, telecommunication systems, computer equipment and computer software.

Limit of Indemnity

Sum insured - £25,000 any one customer unless specifically agreed in writing by Outer Space Limited. An excess of £100.00 will be deducted in settling each and every loss. CLAIMS must be notified to the storage centre manager before any goods are removed from the storage centre. Claims must be subsequently submitted to Outer Space Limited head office shown at the bottom of headed paper or invoices.

Exclusion of Liability

30. We shall not be liable for any losses (including consequential or economic loss) or damage, which may be suffered by you as a direct result of the performance of the agreement by the company being prevented, hindered or delayed by reason of any act of God, force majeure, riot, strike or lock-out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, difficulty in obtaining workmen, materials or transport or other circumstances whatsoever outside our control affecting the provision by us or the availability and/or delivery of the Unit. Nor shall we be liable for any loss including consequential or economic loss or damage to the goods stored in the Unit, whether or not the damage or loss is due to any act or omission, negligence or wilful default by us or by any of our servants or agents or other customer; nor shall we be liable for any consequential or economic loss incurred by you as a result of any loss or damage to the goods

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or deliveries received or accepted by us on your behalf or in your absence in which case you must take appropriate provision with your insurer to indemnify us against any claim arising. Any other representations, conditions warranties and other terms, whether written or oral, express or implied, statutory or otherwise which are or may be inconsistent with this condition are expressly excluded.

31. The exclusion of liability in Condition 27 and 28 does not apply where the damage suffered by you is as a direct result of our negligence or wilful default or that of our servants or agents and which causes physical injury to or the death of any person.

Indemnity

32a. You will indemnify us and keep us indemnified against any demand or claim made or any action or other proceeding brought against us arising out of or in connection with any dispute as to the ownership of the goods stored in the Unit or as to the person entitled in law to possession thereof or the dangerous nature of any dangerous characteristic thereof or the infective or contagious nature thereof and against all and any costs, charges, expenses, damages or loss incurred or suffered or becoming payable by us in or in connection with or as a result of any such demand claim or action or other proceedings as aforesaid.

32b. You shall also fully and effectively indemnify and keep indemnified us from and against all claims action demands costs and charges of whatsoever nature incurred by us or any of our servants agents or other customers arising out of or resulting from the use of the unit by the customer.

Notices

33. Any notice given under this Agreement must be in writing and may be served in person, or by pre-paid post. Any notice sent to you may be sent to the address in the Schedule or any other address, which you notify us in writing. Any notice to us must be sent to the address on the Schedule. Notices will be deemed to be effectively served if delivered personally or 48 hours after they have been placed in the post.

General

35. Any delay by us in exercising any of our rights under this Agreement will not impair our rights or be a waiver of those rights, nor will any partial exercise or any right preclude a further exercise of that right.

36. You may not assign any of your rights under this agreement or part with possession of the Unit to any other person, firm or company.

37. All the terms of the contract between the customer and the company are set out in the storage agreement and in these Conditions. All other terms conditions warranties guarantees undertakings or representations whether express or implied by statute [insofar as such statute permit] common-law or otherwise or arising from conduct or a previous course of dealing or trade custom or usage or agreed or offered orally or in correspondence or otherwise are hereby excluded from the Storage agreement. No variation of the Storage Agreement is binding on the Company unless agreed and signed by a director of the Company.

38. Every provision in these terms and conditions is severable and distinct from every other condition and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected in any way.

39. This Agreement shall not create a tenancy, lease or any other relationship of landlord tenant between you and us neither shall we for any other purpose be whatsoever be treated as a warehouse keeper.

40. Where the customer is two or more persons your obligations under this agreement shall be joint and several.

EwePack© is a Trading Style of Space-Pods Limited t/a Ewepack
Company Number: 5816228 - Registered in England: Space-Pods Limited, Invision House, Wilbury Way, Hitchin, Hertfordshire SG4 0TW



The Licence Agreement (Schedule)

A Licence To Store Goods

Your Name	
Company	
Contact address whilst goods are in store	
Daytime phone:	
Fax:	
Email:	

EwePack (Storage)
 High Street
 Buntingford
 Hertfordshire
 SG9 9AH

Tel: +44 1763 272 489
 Fax: +44 1763 273 290
 Email: info@ewepack.co.uk

1. CONTAINER STORAGE (OUTSIDE DRIVE-UP / CONTAINER YARDS)

Unit size:	
Date from:	

EwePack Agent Location:
 Grays, Essex

2. Authorised personnel & I.D.

Security is important to us. Please help us by minimalising the number of authorised personnel allowed access to your Unit/s. Follow the site security and Health & Safety regulations at all times. Report anything untoward to our staff as soon as possible.

Before you take up the rental of the storage Unit, please send a copy of one of the following forms of i.d.:	<input type="checkbox"/> Driving license (with paper counter slip & photo card) <input type="checkbox"/> Passport; <input type="checkbox"/> Utility bill made out to customer <input type="checkbox"/> Company letterhead (if you are a business)	
Only the following personnel are authorised to gain access to my Unit. I shall advise in writing, any additional authorised persons.	Name:	Nationality (Required for locations with M.O.D. security only)

3. Value of Goods

Value	£	Your insurer (Company & policy No.)
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4. Payment

PCM monthly storage rate (including VAT)	£
Payable by monthly BACS / Direct Debit	

Disclaimer - I shall pack the Unit suitably for transit and handling. I understand that Space-Pods Limited is not liable for damages to goods packed and stowed away by me/my agents. I realise that I have no automatic insurance cover with Space-Pods Ltd., unless I request it in the appropriate section above and this will still be limited to the limits of liability set out in the schedule of insurance cover applicable. I understand that Space-Pods Ltd. will not accept goods for storage that are not covered by an insurance policy or are contrary to the Terms and Conditions of a License to Store Goods, which I have received, read and understand. I shall be responsible for keeping the storage Unit clean. I shall advise of any problems immediately upon occupancy of the Unit, otherwise I accept it and any item supplied with it as fit for the purpose of packing, removal, storage and shipping of goods

Signed.....Print Name..... Date.....